COMPLAINT; JURY TRIAL DEMANDED

STRATEGIC LEGAL PRACTICES, APC

1840 CENTURY PARK EAST, SUITE 430, LOS ANGELES, CA 90067

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### Plaintiff alleges as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331 because the action alleges claims pursuant to 15 U.S.C. §2310, the Magnuson-Moss Warranty Act, with a claim that exceeds the amount in controversy of \$50,000, pursuant to 15 U.S.C. §2310(d)(3)(B).

- 2. Furthermore, the Court has jurisdiction over this matter because there is minimal diversity as Plaintiff and Defendants are citizens of different states, with a claim that exceeds the amount in controversy of \$75,000, pursuant to 28 U.S.C. § 1332.
- 3. Furthermore, pursuant to 28 U.S.C. § 1391(b)(2), venue is proper in the Central District of California because a substantial part of the events or omissions giving rise to the claim occurred within the judicial district.
- 4. Assignment to the Western Division of this Court is proper because all or most of the events giving rise to Plaintiff's claims, including entering into the warranty contract for and/or repair of the Subject Vehicle giving rise to this lawsuit, occurred in Los Angeles County.

### **GENERAL ALLEGATIONS**

- 5. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff TIFFANY VILLELA.
  - 6. Plaintiff is a resident of Los Angeles County, California.
- 7. As used in this Complaint, the word "Defendant" shall refer to all Defendants named in this Complaint.
- 8. Defendant FCA US LLC ("Defendant FCA") is a corporation organized and in existence under the laws of the State of Delaware and registered with the California Department of Corporations to conduct business in California. Defendant FCA's principal place of business is in the State of Michigan. At all times relevant herein, Defendant was engaged in the business of designing,

manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor vehicle components in Los Angeles County, California.

9. Plaintiff is ignorant of the true names and capacities of the Defendants sued under the fictitious names DOES 1 to 10. They are sued pursuant to Code of Civil Procedure section 474. When Plaintiff becomes aware of the true names and capacities of the Defendants sued as DOES 1 to 10, Plaintiff will amend this Complaint to state their true names and capacities.

### FACTUAL BACKGROUND

- 10. On or about December 28, 2018, in California, Plaintiff entered into a warranty contract with Defendant FCA regarding a 2019 Dodge Ram 1500 vehicle identification number 1C6SRFLT4KN576839 (hereafter "Vehicle"), which was manufactured and/or distributed by Defendant FCA.
- 11. The warranty contract contained various warranties, including but not limited to the bumper-bumper warranty, powertrain warranty, emission warranty, etc. A true and correct copy of the warranty contract is attached hereto as **Exhibit A**. The terms of the express warranty are described in **Exhibit A** and are incorporated herein. In addition, to the these warranties, Defendant FCA also provided Plaintiff with a California Emission Warranty, which Plaintiff requests Defendant FCA produce as part of its discovery obligations in this case.<sup>1</sup>
- 12. Pursuant to the Song-Beverly Consumer Warranty Act (the "Song-Beverly Act") Civil Code sections 1790, *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiffs have used the vehicle primarily for those purposes. Plaintiff is a "buyers" of

<sup>&</sup>lt;sup>1</sup> Upon information and belief, Defendant FCA deliberately refuses to include the terms of the California emissions warranties in its main express warranty booklet so that California consumers are kept in the dark when Defendant FCA fails to comply with its warranty obligations under California's 7 years/70,000 miles emissions warranty, or other California emission warranties, including but not limited to, Low Emission Vehicles warranties (which have an even longer warranty term).

consumer goods under the Act. Defendant FCA is a "manufacturer" and/or "distributor" under the Song-Beverly Act.

- 13. Plaintiff justifiably revokes acceptance of the Subject Vehicle under Civil Code, section 1794, *et seq.* by filing this Complaint and/or did so prior to filing the instant Complaint.
- 14. These causes of action arise out of the warranty obligations of Defendant FCA in connection with a motor vehicle for which Defendant FCA issued a written warranty.
- 15. Defects and nonconformities to warranty manifested themselves within the applicable express warranty period, including but not limited to, the electrical system, the engine, the transmission, among other defects and nonconformities.
- 16. Said defects/nonconformities substantially impair the use, value, or safety of the Vehicle.
- 17. Plaintiff discovered Defendants' wrongful conduct alleged herein shortly before the filing of the complaint, when Plaintiff requested a buyback and/or restitution of the Subject Vehicle from Defendant FCA as the Vehicle continued to exhibit symptoms of defects following Defendant FCA's unsuccessful attempts to repair them. However, Defendant FCA failed to provide restitution pursuant to the Song-Beverly Consumer Warranty Act and/or Magnuson-Moss Warranty Act.
- 18. Under the Song-Beverly Act, Defendant FCA had an affirmative duty to promptly offer to repurchase or replace the Subject Vehicle at the time if failed to conform the Subject Vehicle to the terms of the express warranty after a reasonable number of repair attempts.<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> "A manufacturer's duty to repurchase a vehicle does not depend on a consumer's request, but instead arises as soon as the manufacturer fails to comply with the warranty within a reasonable time. (*Krotin v. Porsche Cars North America, Inc.* (1995) 38 Cal.App.4th 294, 301-302, 45 Cal.Rptr.2d 10.) Chrysler performed the bridge operation on Santana's vehicle in August 2014 with 30,262 miles on the odometer—within the three-year, 36,000 mile warranty. The internal

- 19. Defendant FCA has failed to either promptly replace the Subject Vehicle or to promptly make restitution in accordance with the Song-Beverly Act.
- 20. Under the Song-Beverly Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation to an authorized repair facility for a nonconformity.
- 21. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, et seq. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, et seq. and Commercial Code, section 2711.
- 22. Plaintiff is entitled to recover any "cover" damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, et seq.
- 23. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 et seq. and Commercial Code, sections 2711, 2712, and 2713 et seq.
- 24. Plaintiff suffered damages in a sum to be proven at trial in an amount that exceeds \$75,000.00.
- 25. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendants' failure to comply with its obligations under the Song-Beverly Act and/or Magnuson-Moss Warranty Act.

### TOLLING OF THE STATUTES OF LIMITATION

### A. Class Action Tolling

e-mails demonstrating Chrysler's awareness of the safety risks inherent in the bridge operation were sent in September 2013, and thus Chrysler was well aware of the problem when it performed the bridge operation on Santana's vehicle. Thus, Chrysler's duty to repurchase or provide restitution arose prior to the expiration of the three-year, 36,000 mile warranty. Moreover, although we do not have the actual five-year, 100,000 mile power train warranty in our record, Santana's expert testified that the no-start/stalling issues Santana experienced were within the scope of the power train warranty, which was still active when Santana requested repurchase in approximately January 2016, at 44,467 miles. Thus the premise of Chrysler's argument—that Santana's request for repurchase was outside the relevant warranty—is not only irrelevant, but wrong." Santana v. FCA US, LLC, 56 Cal. App. 5th 334, 270 Cal. Rptr. 3d 335 (2020).

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- Under the tolling rule articulated in Am. Pipe & Const. Co. v. Utah, 26. 414 U.S. 538, 94 S. Ct. 756, 38 L. Ed. 2d 713 (1974) ("American Pipe"), the filing of a class action lawsuit in federal court tolls the statute of limitations for the claims of unnamed class members until the class certification issue is resolved. In applying American Pipe tolling to California cases, the California Supreme Court summarized the tolling rule derived from American Pipe and stated that the statute of limitations is tolled from the time of commencement of the suit to the time of denial of certification for all purported members of the class. Jolly v. Eli Lilly & Co., 44 Cal.3d 1103, 1119 (1988). Tolling lasts from the day a class claim is asserted until the day the suit is conclusively not a class action. Falk v. Children's Hosp. Los Angeles, 237 Cal. App. 4th 1454, 1464 (2015).
- The tolling of Plaintiff's individual statute of limitations encourages 27. the protection of efficiency and economy in litigation as promoted by the class action devise, so that putative class members would not find it necessary to seek to intervene or to join individually because of fear the class might never be certified or putative class members may subsequently seek to request exclusion.

### **Discovery Rule Tolling** B.

- Making it even more difficult to discover that the Subject Vehicle's 28. engine suffered from a safety defect was Defendants' issuance of various TSBs and Recalls purporting to be able to fix various symptoms of the defects.
- As a result of the foregoing, Plaintiff did not become suspicious of 29. Defendant's concealment of the latent defects and its inability to repair it until shortly before the filing of the complaint, when the issue persisted following Defendant's representations that the Vehicle was repaired, and thus contacted Defendant directly.
- Plaintiff always acted diligently in presenting the Subject Vehicle for 30. repairs and following the directives of Defendant's authorized repair personnel.
  - Defendants were under a continuous duty to disclose to Plaintiff the 31.

- 32. Plaintiff discovered Defendants' wrongful conduct alleged herein shortly before the filing of the complaint, when Plaintiff requested a buyback and/or restitution of the Subject Vehicle from Defendant FCA as the Vehicle continued to exhibit symptoms of defects following Defendant FCA's unsuccessful attempts to repair them. However, Defendant FCA failed to provide restitution pursuant to the Song-Beverly Consumer Warranty Act and/or Magnuson-Moss Warranty Act.
- 33. Plaintiff incorporates herein the portions of Plaintiff's repair history set forth above, by reference.

### C. The Repair Doctrine

- 34. The statute of limitations is tolled by various unsuccessful attempts to repair the vehicle.<sup>3</sup>
- 35. Additionally, the limitations period for warranty claims is tolled against a defendant whenever that Defendant claims that the defect is susceptible to repair and attempts to repair the defect.<sup>4</sup>
  - 36. Here, Defendant undertook to perform various defects repair

<sup>&</sup>lt;sup>3</sup> See *Aced v. Hobbs*–*Sesack Plumbing Co.*, 55 Cal.2d 573, 585 (1961) ("The statute of limitations is tolled where one who has breached a warranty claims that the defect can be repaired and attempts to make repairs.") and *A&B Painting & Drywall, Inc. v. Sup. Ct.*, 25 Cal.App.4th 349, 355 (2002) ("Tolling during a period of repairs rests upon the same basis as does an estoppel to assert the statute of limitations, i.e., reliance by the plaintiff upon the words or actions of the defendant that repairs will be made.").

<sup>&</sup>lt;sup>4</sup> "Tolling during a period of repairs generally rests upon the same legal basis as does an estoppel to assert the statute of limitations, i.e., reliance by the plaintiff on the words or actions of the defendant that repairs will be made." *Cardinal Health 301, Inc.*, *supra*, 169 Cal.App.4th at pp. 133–34.

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1840 CENTURY PARK EAST, SUITE 430, LOS ANGELES, CA 90067

measures in the form of TSBs and recalls. During the time in which Defendant represented to Plaintiff that the Vehicle was fixable and attempted to fix it, the warranty period may thus have been tolled.

37. Plaintiff discovered Defendants' wrongful conduct alleged herein shortly before the filing of the complaint, when Plaintiff requested a buyback and/or restitution of the Subject Vehicle from Defendant FCA as the Vehicle continued to exhibit symptoms of defects following Defendant FCA's unsuccessful attempts to repair them. However, Defendant FCA failed to provide restitution pursuant to the Song-Beverly Consumer Warranty Act and/or Magnuson-Moss Warranty Act.

### FIRST CAUSE OF ACTION BY PLAINTIFF AGAINST DEFENDANT FCA **VIOLATION OF SUBDIVISION (D) OF CIVIL CODE § 1793.2**

- 38. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.
- Defendant FCA and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2).
- 40. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2), and therefore brings this cause of action pursuant to Civil Code section 1794.
- Defendant's failure to comply with its obligations under Civil Code 41. section 1793.2, subdivision (d) was willful, in that Defendant and its representative were aware that they were unable to service or repair the Vehicle to conform to

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- the applicable express warranties after a reasonable number of repair attempts, yet Defendant failed and refused to promptly replace the Vehicle or make restitution. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c).
- 42. Defendant does not maintain a qualified third-party dispute resolution process which substantially complies with Civil Code section 1793.22. Accordingly, Plaintiffs are entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (e).
- Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section 1794, subdivision (f).

### SECOND CAUSE OF ACTION BY PLAINTIFF AGAINST DEFENDANT FCA VIOLATION OF SUBDIVISION (B) OF CIVIL CODE § 1793.2

- Plaintiff incorporates by reference the allegations contained in the 44. paragraphs set forth above.
- 45. Plaintiff presented the Vehicle Defendant's Although to representative in this state, Defendant and its representative failed to commence the service or repairs within a reasonable time and failed to service or repair the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code section 1793.2, subdivision (b). Plaintiff did not extend the time for completion of repairs beyond the 30-day requirement.
- Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(b), and therefore brings this Cause of Action pursuant to Civil Code section 1794.
- Plaintiff has rightfully rejected and/or justifiably revoked acceptance 47. of the Vehicle, and has exercised a right to request a buyback. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies

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provided in California Civil Code section 1794(b)(1), including the entire value of the Vehicle. In the alternative, Plaintiff seeks the remedies set forth in California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is *de minimis*.

48. Defendant FCA'S failure to comply with its obligations under Civil Code section 1793.2(b) was willful, in that Defendant FCA and its representative were aware that they were obligated to service or repair the Vehicle to conform to the applicable express warranties within 30 days, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794(c).

### THIRD CAUSE OF ACTION BY PLAINTIFF AGAINST DEFENDANT FCA VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE § 1793.2

- Plaintiff incorporates by reference the allegations contained in paragraphs set forth above.
- In violation of Civil Code section 1793.2, subdivision (a)(3), 50. Defendant failed to make available to its authorized service and repair facilities sufficient service literature and replacement parts to effect repairs during the express warranty period. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(a)(3), and therefore brings this Cause of Action pursuant to Civil Code section 1794.
- Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (a)(3) was wilful, in that Defendant knew of its obligation to provide literature and replacement parts sufficient to allow its repair facilities to effect repairs during the warranty period, yet Defendant failed to take any action to correct its failure to comply with the law. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages; pursuant to Civil

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Code section 1794(c).

### FOURTH CAUSE OF ACTION BY PLAINTIFF AGAINST DEFENDANT FCA BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY

(CIVIL CODE, § 1791.1; § 1794; § 1795.5)

- 52. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.
- Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by Defendant's implied warranty of merchantability. Pursuant to Civil Code section 1791.1, the duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant, except that the duration is not to exceed one-year.
- Pursuant to Civil Code section 1791.1 (a), the implied warranty of 54. merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the warranty contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.
- At the time of entering into the warranty contract, or within one-year 55. thereafter, the Vehicle contained or developed the defects set forth above. The existence of each of these defects constitutes a breach of the implied warranty because the Vehicle (1) does not pass without objection in the trade under the warranty contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does not conform to the promises or affirmations of fact made on the container or label.
  - 56. Plaintiff has been damaged by Defendant's failure to comply with its

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pursuant to Civil Code section 1794.

### FIFTH CAUSE OF ACTION BY PLAINTIFF AGAINST DEFENDANT FCA VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

57. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

obligations under the implied warranty, and therefore brings this Cause of Action

- Plaintiff is "consumer[s]" as defined in the Magnuson-Moss Warranty Act (referred to as "Mag-Moss"), 15 U.S.C. § 2301(3).
- Defendant is a "supplier" and "warrantor" as defined in the Mag-59. Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).
- The Subject Vehicle is a "consumer product" as defined in the Mag-60. Moss Act, 15 U.S.C. § 2301(1).
- 61. In addition to the express warranty, in connection with the sale of the Vehicle to Plaintiff, an implied warranty of merchantability was created under California law. The Subject Vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the Vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).
- 62. In accordance with Defendant's warranty, Plaintiff delivered the Vehicle to Defendant's representatives, including its representatives in this state to perform warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the Vehicle, Plaintiff notified Defendant and its representative of the characteristics of the defects. However, the representative failed to repair the Vehicle, breaching the terms of the written warranty on each occasion
- Defendant violated the Mag-Moss Act when it breached the express 63. warranty and implied warranties by failing to repair the defects and nonconformities, or to repurchase and/or replace the Subject Vehicle.
  - Plaintiff performed all terms, conditions, covenants, promises and 64.

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- 65. Plaintiff has also met all of Plaintiff's obligations and preconditions to bring this claim, or alternatively it would have been futile for Plaintiff to do so.
- In addition, Plaintiff has met all of Plaintiff's obligations for bringing this claim as provided in the written warranties, or alternatively, Defendant does not maintain an informal dispute resolution process for the purpose of resolving claims for breach of the implied warranty of merchantability, and does not maintain an informal dispute resolution process for resolving express warranty claims that complies with the requirements of 15 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the Federal Trade Commission.
- As a direct and proximate result of the acts and omissions of the Defendant, Plaintiff has been damaged in the form of general, special and actual damages in an amount within the jurisdiction of this Court, according to proof at trial.
- 68. Under the Act, Plaintiff is entitled to reimbursement of the entire amount paid or payable.
- Plaintiff is entitled to all incidental, consequential, penalties, and general damages resulting from Defendant's failure to comply with their obligations under the Mag-Moss Act.
- Plaintiff has been damaged by Defendant's failure to comply with its 70. obligations under the express warranty, implied warranty, as well as any other violations alleged here, and therefore bring this claim pursuant to 15 U.S.C. §2310(d) and seek remedies available pursuant to Magnuson-Moss Act under California law, including California Civil Code Section 1794 and/or California

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Commercial Code Sections 2711-2715,	and/or other remedies that the Court may
deem proper.	

71. Plaintiff is entitled under the Mag-Moss Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action pursuant to 15 U.S.C. § 2310(d)(2).

### **PRAYER**

PLAINTIFF PRAYS for judgment against Defendant as follows:

- For general, special and actual damages according to proof; a.
- For restitution; b.
- For any consequential and incidental damages; c.
- For revocation of acceptance of the Subject Vehicle, rescission, d. reimbursement and/or restitution of all monies expended;
- For diminution in value; e.
- For a civil penalty in the amount of two times Plaintiffs' actual f. damages pursuant to Civil Code section 1794, subdivision (c) or (e);
- For prejudgment interest at the legal rate; g.
- For costs of the suit and Plaintiffs' reasonable attorneys' fees h. pursuant to Civil Code section 1794, subdivision (d);
- i. For costs, expenses and attorney's fees reasonably incurred in connection with the commencement and prosecution of this action pursuant to 15 U.S.C. § 2310(d)(2); and
- For such other relief as the Court may deem proper. j.

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COMPLAINT; JURY TRIAL DEMANDED

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### **DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

Dated: May 09, 2022 STRATEGIC LEGAL PRACTICES, APC

BY: /s/ Tionna Dolin
TIONNA DOLIN
Attorneys for Plaintiff,
GAYLE PEEVY

### Exhibit A

## IMPORTANT This booklet contains be kept in your ranty service is

/-03900-MWF-AGR

be kept in your vehicle and presented to your Dealer if any war-The warranty text begins on page 4 of this booklet. ranty service is needed. This booklet contains FCA US LLC limited warranties. It should

WARRANTY COVERAGE AT A GLANCE

v-03900-MWF-AGR	Document 1	Filed	06/07/22	Page 2	1 of 53	
12	3.3 Maintenance Costs Not Covered	3. What's Not Covered	<ul> <li>2.3 Restraint System Limited Warranty (Vehicles Sold And Registered In The State Of Kansas Only) 8</li> <li>2.4 Powertrain Limited Warranty</li></ul>	2. What's Covered Under FCA US LLC's Warranties 5 2.1 Basic Limited Warranty	TABLE OF CONTENTS  1. Your Legal Rights Under These Limited Warranties 4	
	5.1 Federal Emission Warranty	<ul><li>4.3 Production Changes</li></ul>	4. Other Terms Of Your Warranties	3.7 Total Loss, Salvage, Junk, Or Scrap Vehicles Not Covered	3.6 Other Exclusions	

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		7. How To Deal With Warranty Problems	Getting Service Under The Federal Emission Performance Warranties	6.2 How To Get Roadside Assistance Service - U.S. Or Canada Only *	6. How To Get Warranty Service	

9.2 Where To Go For Maintenance . . . 9.1 General Information . . . . . . . . . . . . . TABLE OF CONTENTS

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### 1 Filed 06/07/22

1. Your Legal Rights Under express warranties that FCA US LLC ("FCA US") makes The warranties contained in this booklet are the only These Limited Warranties

implied warranties, depending on the state where your from state to state. For example, you may have some legal rights. You may also have other rights that vary for your vehicle. These warranties give you specific vehicle was sold or is registered. These implied warranties are limited, to the extent

commercial purposes, then these implied warranties do express written warranties contained in this booklet. allowed by law, to the time periods covered by the not apply and FCA US completely disclaims them to the If you use your vehicle primarily for business or

fitness for a particular purpose does not apply if your extent allowed by law. And the implied warranty of vehicle is used for racing, even if the vehicle is equipped Some states do not allow limitations on how long an

implied warranty lasts, so the above limitations may not apply to you.

### 1.1 Incidental And Consequential Your warranties don't cover any incidental or conse-Damages Not Covered

Examples of such damages include: ure, either while under warranty or afterward. quential damages connected with your vehicle's fail-

- Lost time;

Inconvenience;

The cost of rental vehicles, gasoline, telephone, travel,

The loss of the use of your vehicle;

- The loss of personal or commercial property; and or lodging;
- damages to be excluded or limited, so this exclusion The loss of revenue. Some states don't allow incidental or consequential

# 2. What's Covered Under FCA US LLC's Warranties

# 2.1 Basic Limited Warranty A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

### B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception are tires and Unwired headphones. You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by an authorized dealer at no charge, using new or remanufactured parts.

# WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

# C. Items Covered By Other Warranties

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- Tires;
- Unwired headphones; or
- manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

Items added or changed after your vehicle left the

Be sure you get a copy of any warranty that applies to these items from an authorized dealer, or from the maker of the product.

### 25 of 53 Document 1 Filed 06/07/22 Page WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES D. Towing Costs Are Covered Under Certain States and Canada. information on how to get towing service in the United the extra distance exceeds ten miles. See Section 6.2 for another dealership, you will be responsible for the cost if result of a mechanical breakdown. If you choose to go to authorized dealer if your vehicle becomes disabled as a vehicle to the nearest Chrysler, Dodge, Jeep, or Ram The Roadside Assistance covers the cost of towing your Circumstances

E. When It Begins

The Basic Limited Warranty begins on either of the

The date you take delivery of the vehicle; or

following dates, whichever is earlier

company vehicle.

 The date when the vehicle was first put into service for example, as a dealer "demo" or as a FCA US

## When It Ends The Basic Limited Warranty lasts for 36 months from the

odometer, whichever occurs first: covered only for 12 months or for 12,000 miles on the whichever occurs first. But the following items are date it begins or for 36,000 miles on the odometer,

Wiper Blades;

Brakes (rotors, pads, linings, and drums);

Clutch Discs or Modular Clutch Assembly (as

equipped);

- Windshield and Rear Window; and
- Wheel Alignment and Wheel Balancing.

- The Basic Limited Warranty covers your vehicle only if:
- It was built for sale in the U.S.; It's registered in the U.S.;
- It's driven mainly in the U.S. or Canada; and
- It's operated and maintained in the manner described in your Owner's Manual.

## H. If Your Vehicle Leaves the United States (We WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

Part of the United States for Warranty Include U.S. Possessions and Territories as

Purposes):

**EXCEPT WHERE SPECIFICALLY REQUIRED** 

COVERAGE ON THIS VEHICLE IF IT IS BY LAW, THERE IS NO WARRANTY

SOLD IN OR REGISTERED IN COUNTRIES

OTHER THAN THE UNITED STATES. This policy does not apply to vehicles that have

cle's warranty coverage if you have any questions. consult an authorized dealer to determine this vehiers may not give authorization for export. You should received authorization for export from FCA US. Deal-

assignment outside of the United States. to U.S. government officials or military personnel on This policy does not apply to vehicles registered

# WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

### 2.2 Corrosion Warranty A. Who Is Covered? vehicle.

B. What's Covered You are covered if you are a purchaser for use of the

covered by this warranty, see 3.5. paint — is not covered. For more details on what isn't ing, for example, from stone chips or scratches in the does not apply. Cosmetic or surface corrosion — resultbecause of something other than corrosion, this warranty get holes from rust or other corrosion. If a hole occurs needed to repair or replace any sheet metal panels that This warranty covers the cost of all parts and labor

## C. How Long It Lasts

Warranty begins under 2.1 E. The Corrosion Warranty starts when your Basic Limited

This warranty has two time-and-mileage limits:

 For sheet metal panels, the limit is 36 months, with no mileage limit.

> miles on the odometer, whichever occurs first. around the vehicle — the limits are five years or unlimited finish-painted and that someone can see when walking

For an outer-body sheet metal panel — one that is

## D. What's Not Covered

Warranty applies to defects in material and/or workman-Please note that while the standard Corrosion Limited

ship, it does not cover the vehicle's matte finish appear-

Owner's Information. responsibility of the vehicle owner as described in your Maintaining the matte finish appearance is solely the ance (if equipped).

## 2.3 Restraint System Limited Warranty (Vehicles Sold And Registered In The

State Of Kansas Only)

required as the result of collision. cover replacement of seat belts and related components years, regardless of mileage. This warranty does not against defects in workmanship and materials for ten seat belts and related seat belt components are warranted For vehicles sold and registered in the State of Kansas,

# 2.4 Powertrain Limited Warranty

A. Who Is Covered?

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

### B. What's Covered

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in section 2.4 E below that is defective in workmanship and materials.

## C. How Long It Lasts

The Powertrain Limited Warranty lasts for up to five years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1 E.

## D. Towing Costs Are Covered

The Roadside Assistance covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep or Ram dealer if your vehicle cannot be driven because a covered part has failed.

# WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds ten miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

### E. Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US:

### Gasoline Engine:

Cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

# WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES Transmission: Transmission case and all internal parts: torque

Transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

### Front Wheel Drive:

Transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

# NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All Wheel Drive (AWD):

Power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output

clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

ball bearing; output flange; end cover; overrunning

### Rear Wheel Drive:

Rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

## Four-Wheel Drive (4X4):

Transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

# F. Other Provisions Of This Powertrain Limited Warranty

All other terms of the New Vehicle Limited Warranty including the Section 1 (Your Rights Under These Limited Warranties) and Section 3 (What's Not Covered) apply to this Powertrain Limited Warranty.

### WHAT'S NOT COVERED

# 3. What's Not Covered

### 3.1 Modifications Not Covered Some Modifications Don't Void The

booklet. Examples of some of these changes are: not, by themselves, void the warranties described in this Certain changes that you might make to your vehicle do Warranties But Aren't Covered

- Installing non-FCA US parts, components, or equipment (such as a non-FCA US radio or speed control):
- Using special non-FCA US materials or additives.

or additives non-FCA US parts, components, equipment, materials, caused or needed because of the installation or use of the costs of any repairs or adjustments that might be not certified for use on your vehicle. Nor do they cover on your vehicle when it left the manufacturing plant or is But your warranties don't cover any part that was not

### their use are not covered under your warranties non-FCA US parts. Repairs or adjustments caused by Performance or racing parts are considered to be

Examples of the types of alterations not covered are:

Installing accessories — except for genuine FCA

- Chrysler, Dodge, Jeep or Ram dealer; US/MOPAR accessories installed by an authorized
- Applying rustproofing or other protection products;
- Changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or
- Using any refrigerant that FCA US has not approved.

### B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- Disconnecting, tampering with, or altering the odomor replacing odometers; or eter will void your warranties, unless your repairing technician follows the legal requirements for repairing
- Attaching any device that disconnects the odometer will also void your warranties.

does, sandstorms, lightning, floods, and earthquakes.

## WHAT'S NOT COVERED

### 3.2 Environmental Factors Not Covered cover damage caused by hailstorms, windstorms, tornaacid rain, and road hazards. Nor do your warranties insect damage, chemicals, tree sap, salt, ocean spray, mental factors such as airborne fallout, bird droppings, Your warranties don't cover damage caused by environ-

surfaces, or damage from collision. cracks and chips in glass, scratches and chips in painted from anything impacting the vehicle. This includes Your warranties do not cover conditions resulting

# Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing

Manual. fluids other than those recommended in your Owner's fuels, or by the use of fuels, oils, lubricants, cleaners or

do they cover damage caused by the use of contaminated damage caused by poor or improper maintenance. Nor

> include: parts and services, which your warranties don't cover, services that all vehicles routinely need. Some of these normal or scheduled maintenance - the parts and

The warranties don't cover the costs of your vehicle's

- Lubrication;
- Engine tune-ups;
- Replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- Cleaning and polishing; and
- Replacing worn wiper blades, worn brake pads and linings, or clutch linings.

## 3.4 Racing Not Covered Your warranties don't cover the costs of repairing

of participating in a racing event. cover the repair of any defects that are found as the result damage or conditions caused by racing, nor do they

# 3.5 Certain Kinds Of Corrosion Not Covered

Your warranties don't cover the following:

- Corrosion caused by accident, damage, abuse, or vehicle alteration;
- Surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones;

Corrosion caused by the extensive or abnormal trans-

port of caustic materials like chemicals, acids, and fertilizers; and

Corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA US.

## 3.6 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- Fire or accident;
- Abuse or negligence;
- Misuse for example, driving over curbs or overloading;
- Tampering with the emission systems, or with a part that could affect the emission systems;
- Use of used parts, even if they were originally supplied by FCA US (however, authorized FCA US /
- MOPAR remanufactured parts are covered);

   Windshield or rear window damage from external

objects;

- Any changes made to your vehicle that don't comply with FCA US; or
- Using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

"scrap," or some similar word.

that it is designated as "salvage," "junk," "rebuilt,"

### 3.7 Total Loss, Salvage, Junk, Or Scrap A vehicle has no warranty coverage of any kind if: Vehicles Not Covered • The vehicle is declared to be a total loss by an

WHAT'S NOT COVERED

insurance company;

The vehicle is issued a certificate of title indicating The vehicle is rebuilt after being declared to be a total loss by an insurance company; or

of these reasons. if it learns that a vehicle is ineligible for coverage for any FCA US will deny warranty coverage without notice

# 3.8 Restricted Warranty

abused or neglected, and the abuse or neglect interferes vehicle is not properly maintained, or if the vehicle is US may restrict the warranty on your vehicle if the Your warranties can also be restricted by FCA US. FCA

performed. approval by FCA US before covered repairs are ranty is restricted, coverage may be denied or subject to with the proper functioning of the vehicle. If the war-

### 4. Other Terms Of Your Warranties

## **Exchanged Parts May Be Used In** Warranty Repairs

tioned, or repaired, depending on the part involved exchange service may be new, remanufactured, recondiavailable for your use because of repairs. Parts used in intended to reduce the amount of time your vehicle is not exchange service on some vehicle parts. This service is In the interest of customer satisfaction, FCA US may offer

standards, and have the same warranties as new parts. All exchange parts that might be used meet FCA US

in this way are: Examples of the kinds of parts that might be serviced

- Engine assemblies;

Transmission assemblies;

- Instrument Cluster Assemblies; Radios, CD and DVD players;
- Speedometers; and
- Powertrain Control Modules.

# OTHER TERMS OF YOUR WARRANTIES

sult, a repair to the sealed portion of your airpurified reclaimed refrigerant. conditioning system may involve the installation of automotive air-conditioning refrigerant gases. As a re-EPA requires the capture, purification, and reuse of To help control suspected ozone-depleting agents, the

## 4.2 Pre-Delivery Service

being shipped to an authorized dealer. vehicle may have occurred at the factory or while it was sheet-metal, paint, trim, and other components of your A defect in or damage to the mechanical, electrical,

Such a defect or damage is usually detected and

damage detected before the vehicle is delivered to you. each vehicle before delivery. They repair any defects or corrected at the factory. In addition, dealers must inspect

## 4.3 Production Changes

vehicles previously built or sold obligation to make the same or similar changes on its authorized dealers at any time without incurring any Changes may be made in vehicles sold by FCA US and

# **EMISSION WARRANTIES REQUIRED BY LAW**

### 5.1 Federal Emission Warranty 5. Emission Warranties Required By Law

# Parts Covered For 2 Years Or 24,000 Miles

emissions parts for 2 years or 24,000 miles, whichever Federal law requires FCA US to warrant the following

Filed 06/07/22

The All New Ram 1500 — Gas whichever occurs first Basic Limited Warranty for 3 years or 36,000 miles, occurs first. FCA US covers all of these parts under the

- Air system controls
- Electronic fuel injection system, including injector

Document 1

- Evaporative-emission canister and controls
- Exhaust manifold
- Exhaust gas recirculation valve and control system
- Exhaust pipes (between exhaust manifold and catalyst)

- Fuel cap and tank assembly, pump, and fuel lines
- Ignition system
- Intake manifold

On-board diagnostic-system components

Oxygen sensors

Positive Crankcase-Ventilation (PCV) valve or orifice

- Secondary ignition wires
- Spark plugs

Throttle body

Transmission-Control Module

Vacuum hoses, clamps, and fittings, as well as tubing

used for these components

- Vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these compo-
- nents and systems

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# B. Parts Covered For 8 Years Or 80,000 Miles

If your vehicle has one of the following parts, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first, calculated from the start of the Basic Limited Warranty as set forth in Section 2.1 E. The covered parts are:

- Belt Driven Hybrid Starter Generator Assembly
- Catalytic Converter
- Powertrain Control Module
- Power Pack Unit 48 Volts

# 5.2 Emission Performance Warranty

This warranty supplements the federal warranty under 5.1. It lasts for two years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Warranty covers that part

for a period of eight years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under 2.1 E. The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, but only if:

- Your vehicle has failed a federally approved state or local emissions test;
   Your vehicle has been maintained and operated prop-
- erly up until it fails such a test; and
- You face a real penalty for example, a fine or the loss of the use of your vehicle — because the vehicle has failed the test.

Section 6.4 explains how to get service under this warranty.

# 6. How To Get Warranty Service

### 6.1 Where To Take Your Vehicle In the United States (We Include U.S.

Dealer. They know you and your vehicle best, and are recommend that you take your vehicle to your Selling Chrysler, Dodge, Jeep or Ram dealer. We strongly Warranty service must be done by an authorized United States For Warranty Purposes): Possessions And Territories As Part Of The

## B. In Canada And Mexico:

Dodge, Jeep or Ram dealer.

service may be requested from any authorized Chrysler, service. If you move within the United States, warranty most concerned that you get prompt and high quality

Ram dealership requested at any authorized Chrysler, Dodge, Jeep or your FCA US warranty still applies. Service may be and your vehicle remains registered in the United States, If you are traveling temporarily in Canada or Mexico,

### C. In A Foreign Country Outside Of North America:

United States: America, and your vehicle remains registered in the If you are traveling temporarily outside of North You should take your vehicle to an authorized

give you the same warranty service you receive in the Chrysler, Dodge, Jeep or Ram dealer. They should

United States.

If the authorized dealership charges you for repairs similar to the one used by the authorized dealer who and parts that were involved. (This receipt will be Make sure that this receipt lists all warranty repairs ranty, please get a detailed receipt for the work done. normally services your vehicle.) which you feel should be covered under your war-

When your vehicle returns to the United States, section 7.2 for reimbursement consideration. You will contact the FCA US Customer Assistance Center vehicle registration and any other relevant documents normally need to provide a copy of the receipt, your

Reimbursement will not be considered if the vehicle does not return to the United States.

#### D. If You Move:

If you move to another country, be sure to contact the FCA US Customer Assistance Center section 7.2 and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to FCA US in order to continue your warranty coverage. You may also be required to obtain documentation from FCA US in order to register your vehicle in your new country.

#### E. Notice:

If your vehicle is registered outside of the United States, and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. (Vehicles registered to United States government officials or military personnel on assignment outside of the U.S. will continue to be covered.)

# 6.2 How To Get Roadside Assistance Service - U.S. Or Canada Only \*

#### A. Who Is Covered:

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance services lasts for five years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1 E.

<sup>\*</sup> Towing services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Medford, MA 02155.

#### B. What To Do:

2779 for assistance as a result of a mechanical breakdown, call 800-521gas/fuel delivery, tire service, lockout service or towing If your vehicle requires jump start assistance, out of

simple questions describe the nature of the problem and answer a few telephone number from which you are calling. Briefly license plate number, and your location, including the Provide your name, vehicle identification number,

sent, we will contact local police or safety authorities. "unsafe situation", please let us know. With your conan estimated time of arrival. If you feel you are in an You will be given the name of the service provider and

### C. Covered Services:

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch Manual. This is not a permanent flat tire repair. tire (if equipped) as recommended in your Owner's a service provider to use your vehicle's temporary spare

### Out of Gas/Fuel Delivery

especially when traveling away from home. We will fuel (maximum 2 gallons) to get you to a nearby station. dispatch a service provider to deliver a small amount of Drivers can't always count on a gas station being nearby -

### Battery Jump Assistance

No time is a good time for a dead battery, but with provide you with a battery jump anytime, day or night. being stranded. We will dispatch a service provider to Roadside Assistance, you don't have to worry about

#### **Lockout Service**

cover the cost of replacement keys. providing access to the vehicle's seating area. It does not side Assistance can assist you. This service is limited to locks are keeping you from getting on your way, Road-Whether the keys are locked in your vehicle or frozen

#### Towing Service

closest authorized Chrysler, Dodge, Jeep or Ram dealer. patch towing service to transport your vehicle to the mechanical breakdown, Roadside Assistance will disdence. If your vehicle becomes disabled as a result of a Our towing service gives you peace of mind and confi-

responsible for the cost if the extra distance exceeds ten If you choose to go to another dealership, you will be

# D. If Unable To Contact Roadside Assistance:

Correspondence should be mailed to: determination relating to reimbursement are final service in the area where they were provided. FCA US's paid, based on the usual and customary charges for that reimburse you for the reasonable amounts you actually on vehicle and service eligibility. If eligible, we will current mailing address. We will process the claim based number, odometer mileage at the time of service and occurrence. Be sure to include your vehicle identification facility, for services rendered within 30 days of the your original receipts from the licensed towing or service obtain towing services on your own, you may submit If you are unable to contact Roadside Assistance and you

FCA US Towing Assistance Medford, MA 02155 P.O. Box 9145

Attention: Claims Department

## 6.3 Emergency Warranty Repairs

bursement procedure in 6.1 C. Chrysler, Dodge, Jeep or Ram dealer, follow the reimrepair made by someone other than an authorized If you have an emergency and have to get a warranty

## 6.4 Getting Service Under The Federal **Emission Performance Warranties**

#### A. What To Do

If your vehicle has failed an emissions test described in 5.2:

- Take it to an authorized Chrysler, Dodge, Jeep or Ram dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance properly maintained, since you may be required to logs, and records proving that your vehicle has been show them.

the time limit required by local or state law). If the owner

B. Further Steps You Can Take, And How To **Get More Information** 

within 30 days after receiving your complaint (or within scribed in 7.1. FCA US will reply to you in writing you emission-warranty coverage, follow the steps de-If you think your authorized dealer has wrongly denied

warranty claim is denied, the manufacturer must repair is not notified within 30 days that a performance the vehicle free of charge.

violation of these warranties, you can contact: Warranty, or if you want to report what you think is a under the Federal Emission Warranty or the Performance If you want more information about getting service

Manager, Certification and Compliance Environmental Protection Agency Division Warranty Claims

1200 Pennsylvania Avenue, NW Washington, D. C. 20460 Mail Code 6403J

/-03900-MWF-AGR

## 7. How To Deal With Warranty **Problems**

### 7.1 Steps To Take

#### A. In General

FCA US recommends that you do the following: satisfied with your dealer's response to your problem, service manager or sales manager first. But if you're not why you should always talk to your authorized dealer's authorized dealer's sales or service departments. That's Normally, warranty problems can be resolved by your

#### Step 1:

of the authorized dealership. Discuss your problem with the owner or general manager

#### Step 2:

If your authorized dealer still can't resolve the problem, find the address in section 7.2 contact the FCA US Customer Assistance Center. You'll

## What FCA US Will Do

**HOW TO DEAL WITH WARRANTY PROBLEMS** 

acknowledge your contact and explain FCA US's position. the problem. Even if FCA US can't help you, FCA US will with all the information and assistance necessary to resolve help you with, FCA US will provide an authorized dealer review your situation. If it's something that FCA US can a FCA US representative at FCA US headquarters will Once you have followed the two steps described in 7.1 A,

### If Your Problem Still Isn't Resolved For Customers Residing In Arkansas, Idaho,

ONLY, you can contact the FCA US LLC Customer Arkansas, Idaho, Kentucky, Minnesota or Montana ing the two steps described in 7.1 A, and you live in If you can't resolve your warranty problem after follow-Kentucky, Minnesota and Montana ONLY:

by calling 866-726-4636 for assistance. Customer Arbitration Process, including an application, You may obtain a brochure describing FCA US LLC's

Arbitration Process in your area.

This service is strictly voluntary, and you may submit

#### 06/07/22 independent dispute settlement organization and may be your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an

contacted in writing at the following address:

National Center for Dispute Settlement

Customer Arbitration Process FCA US LLC P.O. Box 727

The CAP reviews only vehicle disputes involving Mt. Clemens, MI 48046

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putes relating to design of the vehicle or part, or disputes vehicle, personal injury/property damage claims, dis-FCA US LLC ("FCA US") Limited Warranty or a FCA review disputes involving the sale of a new or used US/Mopar Part Limited Warranty. The CAP does not

The CAP will need the following information from you: which are already the subject of litigation.

2. Vehicle identification number of your vehicle, Legible copies of all documents and repair orders relevant to your case,

- 4. The identity of your servicing / selling authorized 3. A brief description of your unresolved concern,
- 5. The date(s) of repair(s) and mileage at the time,
- 6. Current mileage, and
- 7. A description of the action you expect to resolve your concern

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) within ten days, and advise you whether or not your will acknowledge receipt of your request, by mail, dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request FCA US and the authorized dealer to present their responses. their side of the dispute. You will receive copies of
- While your dispute is pending NCDS or FCA US may agreement. If a settlement is offered to you, FCA US contact you to see if your case can be settled by

will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.

- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, a NCDS panel will review and decide your case. Neither you, the authorized dealer nor FCA US need be present.
- NCDS will send you a written Statement of Decision.
  This statement will include the decision, any action to
  be taken by the authorized dealer or FCA US and the
  time by which the action must be taken. The decision
  will be binding on the authorized dealer and FCA US
  but not on you unless you accept the decision.
- If any action is required on the part of the authorized dealer or FCA US you will be contacted within ten days after the date by which the authorized dealer or FCA US must act to determine whether performance has been rendered.

## HOW TO DEAL WITH WARRANTY PROBLEMS

- The entire dispute settlement process will normally take no longer than 40 days.
- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

## D. Notice Under State Lemon Laws

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, FCA US requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the FCA US Customer Assistance Center at the address in 7.2.

#### Page **HOW TO DEAL WITH WARRANTY PROBLEMS** 7.2 Helpful Addresses And Telephone **Numbers** Here are the addresses and telephone numbers of the

## wherever you happen to be. Contact the one that covers FCA US Customer Assistance Center that can help you

your area:

In United States:

P.O. Box 21-8004

FCA US Customer Assistance Center

Auburn Hills, Michigan 48321-8004

Document 1

In Canada:

FCA Canada Inc.

Customer Service

(click on the "Contact Us" button) www.ramtrucks.com

simply access the following website:

San Juan, Puerto Rico 00919-1857

Box 191857 FCA Caribbean LLC Customer Service

Fax Number: (787) 782-3345 Phone Number: 866-726-4636 In Puerto Rico and U.S. Virgin Islands:

Phone Number (outside Mexico): +(52) 55 50817568

Phone Number (in Mexico): 800-505-1300

Santa Fe, Cuajimalpa C.P. 05348

Prolongación Paseo de la Reforma 1240

**Customer Relations Office** 

Ciudad de México

In Mexico:

To contact FCA US by email, Phone Number: 866-726-4636

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Phone Number (French): 800-387-9983

Phone Number (English): 800-465-2001

Windsor, Ontario N9A-4H6

P.O. Box 1621 Chrysler Centre and ask an authorized dealer for details

beyond your vehicle's warranty. Look for our Brand logo

extended protection plans authorized, endorsed and

Mopar Vehicle Protection plans are the ONLY vehicle

backed by FCA US LLC to provide additional protection

## 8. Optional Service Contract Mopar Vehicle Protection plans offer valuable p

Mopar Vehicle Protection plans offer valuable protection against repair costs when these warranties no longer apply. They complement but don't replace the warranty coverages outlined in this booklet. A variety of plans are available, covering various time-and-mileage periods and various groups of the vehicle's mechanical components.



#### MAINTENANCE

## 9. Maintenance

## General Information

provide proof that your vehicle was properly maintained maintenance of your vehicle, FCA US will require you to dispute between you and FCA US concerning your lines in your Owner's Manual. Regular, scheduled mainyour new vehicle. Follow the instructions contained in It's your responsibility to properly maintain and operate tenance is essential to trouble-free operation. If there is a the General and Scheduled Maintenance Service guide-For your convenience, FCA US has prepared a Main-

9.2 Where To Go For Maintenance

trained to proficiently perform maintenance and repair satisfied. The dealership technicians are specifically all your service needs are met and that you're completely ing to your selling authorized dealer will help ensure that authorized dealer who sells your particular make, returnperiods. Although you can get warranty service from any maintenance service both during and after the warranty dealer from whom you bought your vehicle for all FCA US recommends that you return to the authorized

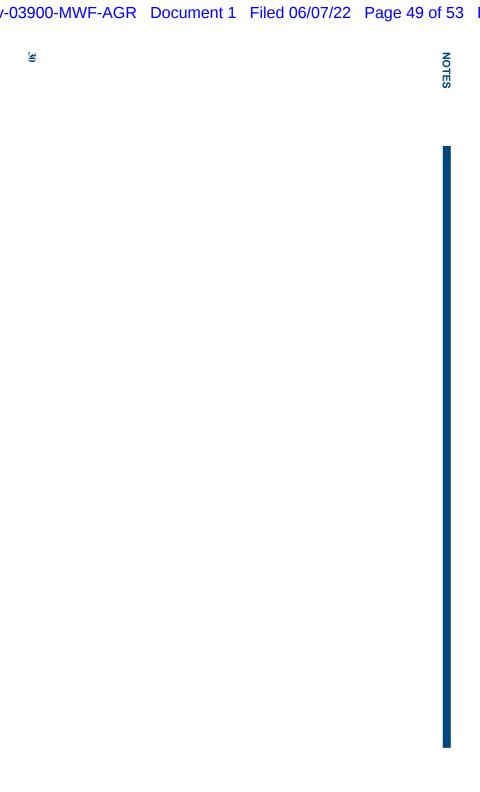
maintain your vehicle. mends you use genuine FCA US/MOPAR parts to you're completely satisfied. FCA US strongly recomhelp ensure that all your service needs are met and that procedures on your vehicle. Authorized Chrysler, Dodge, Jeep or Ram dealers will

operation.

these required maintenance intervals for safe trouble-free

included in your Owner's Manual. Its essential to follow tenance Schedule with routine service intervals which is

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address change, and write the details here.

Warranty coverage applies to all vehicle owners. To protect you in the event of a recall or any questions concerning your warranty, please tell your dealer about any ownership or

Original Owner's Name	Second Owner's Name	
	Street Address	
Street Address	City and State	7in Cade
	City and state	zib code
City and State Zip Code	Date of Second Purchase	Mileage at Purchase
Vehicle Identification Number	Third Owner's Name	
Warranty Start Date (In-Service Date) Mileage at Delivery	Street Address	
		7: 0-1
Selling Dealer Code	City and State	Zīp Code
City State	Date of Third Purchase	Mileage at Purchase



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